

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

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Barbara Tiller,

Case Type: 14. Civil Other

Plaintiff,

Court File No. \_\_\_\_\_

vs.

**SUMMONS**

MyGlynn Marketing, LLC, d/b/a  
United Credit Consultants,

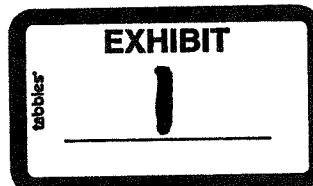
Defendant.

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THIS SUMMONS IS DIRECTED TO THE ABOVE-NAMED DEFENDANT(S)

**1. YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this summons.

**2. YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this summons a written response called an Answer within 20 days of the date on which you



received this Summons or within 30 days from the date of mailing if received through Minnesota's Secretary of State. You must send a copy of your

Answer to the person who signed this summons located at:

Drewes Law, PLLC  
1516 West Lake Street, Suite 300  
Minneapolis, Minnesota 55408.

**3. YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

**4. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not Answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.

6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Date: 2/9/15

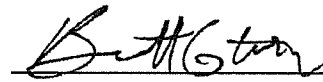


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ACKNOWLEDGEMENT

The Plaintiff, by its undersigned attorney, hereby acknowledges that sanctions may be imposed pursuant to Minnesota Statute § 549.211.

Date: 2/9/15

  
Bennett Hartz (#393136)

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

---

Barbara Tiller,

Plaintiff,

Case Type: 14. Civil Other

Court File No. \_\_\_\_\_

v.

McGlynn Marketing, LLC, d/b/a  
United Credit Consultants,

**COMPLAINT**

Defendant.

---

Plaintiff Barbara Tiller (“Consumer”) brings this action against McGlynn Marketing, LLC, d/b/a United Credit Consultants (“United Credit”), for its violations of the Credit Repair Organization Act (CROA), 15 U.S.C. § 1679 *et seq.*, the Minnesota Credit Services Organization Act, Minn. Stat. §§ 332.52 - 332.60, and the Minnesota Debt Settlement Services Act, Minn. Stat. §§ 332b, *et seq.*

**JURISDICTION, VENUE, AND PARTIES**

1. The Dakota County District Court has jurisdiction and venue over these claims because the parties are located in the county and a substantial

part of the events giving rise to this claim occurred here.

2. Consumer is a natural person residing in Dakota County and is a “person” and a “consumer” as those terms are respectively defined by Minn. Stat. § 332B.02 and 15 U.S.C. § 1679a(1).
3. United Credit is a Minnesota limited liability corporation with a registered address of 418 Gateway Blvd., Burnsville, MN 55337.
4. United Credit represents itself on its website as “specialists in credit repair.” *See UnitedCreditConsultants.com*. It operates as a “credit service organization” as defined by Minn. Stat. § 332.52, a “credit repair organization” as defined by 15 U.S.C. 1679(a), and offers additional “debt settlement services” as defined by Minn. Stat. § 332B.02.

### **FACTS**

5. In 2014, Consumer began taking steps to improve her credit toward the goal of qualifying for financing of the purchase of a home for her family.
6. On April 12, 2014, Consumer hired United Credit to help her deal with two outstanding debts which she believed were seriously harming her creditworthiness. *See United Credit Contract attached as EXHIBIT A.*
7. United Credit required up-front payment from Consumer in order to

begin its services as a credit service organization, telling her that it would not begin working until it received her payment.

8. On April 14, 2014, Consumer paid United Credit \$1,200.00. *See money orders attached as **EXHIBIT B**.*
9. On or about April 21, 2014, Consumer met with a representative for United Credit. The two analyzed her credit report and outstanding debts.
10. Several months passed and Consumer saw no improvement to her credit score from her hiring of United Credit, nor did she know of any additional work United Credit had done to improve her credit beyond their initial meeting.
11. On August 25, 2014, Consumer returned to United Credit to follow up on their contract.
12. A United Credit representative referred her to "Settlement Solutions," a department of United Credit that handles debt negotiation and settlement.
13. United Credit advertises this separate debt settlement service on its website as "a Specialized Program that helps clients settle or work out a payment solution on collection and judgment debt that is affecting their

credit report score and/or profile.” *See UnitedCreditConsultants.com/debt-settlement-program.php.*

14. Consumer signed a second contract with United Credit, this time for its debt settlement services. *See Settlement Solutions contract attached as EXHIBIT C.*
15. On September 3, 2014, unsatisfied with United Credit’s performance under their “Settlement Solutions” contract, Consumer hand-delivered a signed “Notice of Cancellation” to United Credit. *See cancellation attached as EXHIBIT D.*
16. United Credit refused to accept this cancellation.
17. In October 2014, United Credit called Consumer and demanded payment under their “Settlement Solutions” contract.
18. Consumer relented and made an additional \$220.00 total in monthly payments to United Credit after it threatened to charge her late fees for non-payment.

**COUNT I: ADVANCE PAYMENT DEMANDED**

19. Consumer incorporates all other allegations as if set forth herein in full.
20. Minnesota prohibits credit services organizations from requiring or



accepting up-front payment for their services:

“A credit services organization, its salespersons, agents, and representatives, and independent contractors who sell or attempt to sell the services of a credit services organization may not do any of the following: (1) charge or receive any money or other valuable consideration prior to full and complete performance of the services the credit services organization has agreed to perform for the buyer . . . .” Minn. Stat. § 332.56, subd. 1(1).

21. A parallel section of the federal CROA also prohibits credit repair

organizations from requiring or accepting up-front payments:

“No credit repair organization may charge or receive any money or other valuable consideration for the performance of any service which the credit repair organization has agreed to perform for any consumer before such service is fully performed.” 15 U.S.C § 1679b(b).

22. CROA prohibits credit repair organizations from performing any services

for consumers within three days of their contract date:

“No services may be provided by any credit repair organization for any consumer . . . before the end of the 3-business-day period beginning on the date the contract is signed.” 15 U.S.C § 1679d(a).

23. United Credit required and accepted full payment of \$1,200.00 for its

services from Consumer on April 14, 2014— two days after she signed

their initial contract.

24. United Credit accepted payment before the three-day mandatory waiting

period on performing services lapsed.

25. United Credit required payment from Consumer well before it completed its services, and even before it was permitted to *begin* its services for her.
26. These violations caused Consumer to pay United Credit in a way, and for a contract, which violated consumer's statutory rights.
27. By falsely leading Consumer to believe it was improving her credit, United Credit delayed Consumer's efforts to improve her credit herself.
28. In doing so, United Credit harmed Consumer's chances of improving her credit more than had she not enlisted United Credit's services at all.
29. This violation caused Consumer to suffer emotional distress, including frustration, anger, helplessness, and confusion.
30. Consumer has been forced to retain legal counsel to address United Credit's failure to comply with the these laws.
31. Minnesota statute mandates the following remedies for violations of Minn. Stat. §§ 332.52 through 332.58:

"A buyer suffering damages as a result of a violation of sections 332.52 to 332.58 by a credit services organization may bring an action for recovery of damages. Judgment must be entered for actual damages, but in no case shall the amount be less than the amount paid by the buyer to the credit services organization, plus reasonable attorney fees and costs. An award may also be entered

for punitive damages. The remedies provided under sections 332.52 to 332.58 are in addition to any other procedures or remedies for any violation or conduct otherwise provided by law.” Minn. Stat. § 332.60.

32. CROA establishes the following remedies for its violation:

“Any person who fails to comply with any provision of this subchapter with respect to any other person shall be liable to such person in an amount equal to the sum of the amounts determined under each of the following paragraphs: . . . The greater of—  
(A) the amount of any actual damage sustained by such person as a result of such failure; or (B) any amount paid by the person to the credit repair organization . . . [and] In the case of any sUnited Creditessful action to enforce any liability . . . the costs of the action, together with reasonable attorneys’ fees.” 15 U.S.C § 1679g(a).

33. Consumer is entitled to the return of her \$1,200.00 payment, the costs of this action, and reasonable attorney’s fees from United Credit in an amount to be determined by the court. Minn. Stat. § 332.60; 15 U.S.C § 1679g(a).

**COUNT II: FRAUDULENT AND DECEPTIVE PRACTICES**

34. Consumer incorporates all other allegations as if set forth herein in full.
35. The same section of Minnesota law prohibits fraudulent or deceptive practices by credit services organizations:

“A credit services organization . . . may not do any of the following: (4) make or use any untrue or misleading

representations in the offer or sale of the services of a credit services organization or engage, directly or indirectly, in any act, practice, or course of business that operates or would operate as fraud or deception upon any person in connection with the offer or sale of the services of a credit services organization.” Minn. Stat. § 332.56, subd. 1(4).

36. United Credit’s entire contractual framework for offering its services and requiring payment from Consumer— indeed its entire business relationship with Consumer— was predicated around contracts which substantially deviate from the statutory guidelines established by Congress and the State of Minnesota.
37. United Credit was required to submit its contract for review by the Minnesota Department of Commerce.
38. United Credit’s current contract is not compliant with state and federal law.
39. Upon information and belief, United Credit submitted a different contract to the Minnesota Department of Commerce for licensing than the one actually being used in its business operations.
40. By offering its services to Consumer in a way that was in gross violation of statute, United Credit engaged in fraudulent and deceptive practices.
41. Consumer is entitled to actual damages, the costs of this action, and

reasonable attorney's fees from United Credit in an amount to be determined by the court. Minn. Stat. § 332.60.

**COUNT III: ATTEMPT AT PROHIBITED WAIVER**

42. Consumer incorporates all other allegations as if set forth herein in full.

43. Minnesota prohibits and voids any attempt by a credit services

organization to induce a consumer to waive his or her rights under

Chapter 332:

“Any waiver by a buyer of sections 332.52 to 332.60 is void. Any attempt by a credit services organization to have a buyer waive rights provided under sections 332.52 to 332.60 is a violation of sections 332.52 to 332.60. In any proceeding involving sections 332.52 to 332.60, the burden of proving an exemption or an exception from a definition is upon the person claiming it.” Minn. Stat. § 332.53.

44. CROA prohibits and voids any attempt by a credit services organization

to induce a consumer to waive his or her rights under the statute:

“Any waiver by any consumer of any protection provided by or any right of the consumer under this subchapter— (1) shall be treated as void; and (2) may not be enforced by any Federal or State court or any other person.” 15 U.S.C. 1679f(a).

45. CROA voids in full any agreement which attempts to include such

waivers:

“Any contract for services which does not comply with the applicable provisions of this subchapter— (1) shall be treated as void; and (2) may not be enforced by any Federal or State court or any other person.” 15 U.S.C. 1679f(c).

46. United Credit had Consumer sign an agreement waiving her rights under § 332.53, 15 U.S.C. § 1679b(b), and other sections of Minn. Chapter 332 and CROA.

47. One such waiver, attempting to require Consumer to pay up front, read: “Total United Credit agreed contract amount \$1200. I choose to pay this amount in full . . . Payment Processing/Start Date 14 of April, 2014.” *See*

**EXHIBIT A.**

48. This and other attempts to induce Consumer to waive her rights under Minn. Stat. Chapter 332 and CROA render such waivers void, and violated Minn. Stat. § 332.53 and 15 U.S.C. 1679f(b).

49. United Credit’s contract with Consumer is void in full for failing to comply with 15 U.S.C. 1679f.

50. Consumer is entitled to actual damages, the costs of this action, and reasonable attorney’s fees from United Credit in an amount to be determined by the court. Minn. Stat. § 332.60; 15 U.S.C § 1679g(a).

**COUNT IV: REFUSAL TO ACCEPT CANCELLATION**

51. Consumer incorporates all other allegations as if set forth herein in full.

52. Minnesota allows consumers ten days to cancel contracts with debt settlement services:

“A debtor has the right to cancel a debt settlement services agreement without cause at any time upon ten days' written notice to the debt settlement services provider.” Minn. Stat. § 332B.07.

53. When Consumer attempted to cancel her “Settlement Solutions” contract with United Credit by written notice, it refused to accept and proceeded to charge her for services never performed.

54. This refusal violated Minn. Stat. § 332B.07.

55. This violation confused Consumer as to her rights under Minnesota law, and made her believe she was stuck in a contract with United Credit which she, in fact, had a right to cancel.

56. This frightened Consumer into making unnecessary payments to United Credit.

57. Minnesota statute provides the following remedies for violations of Chapter 332B:

“A debt settlement services provider who fails to comply with any of the provisions of this chapter . . . is liable under this section in an individual action for the sum of: (1) actual, incidental, and consequential damages sustained by the debtor as a result of the failure; and (2) statutory

damages of up to \$5,000.” Minn. Stat. § 332B.13, subd. 2.

58. Consumer is entitled to actual damages to be determined by the court and \$5,000 in statutory damages. Minn. Stat. § 332B.13, subd. 2.

**COUNT V: SECOND ADVANCE PAYMENT DEMANDED**

59. Consumer incorporates all other allegations as if set forth herein in full.
60. Minnesota prohibits a debt settlement service from demanding payment from consumers until it fully performs its services:

“A debt settlement services provider may not impose or collect any payment pursuant to a debt settlement services agreement before the debt settlement service provider has fully performed all of the following: (1) the debt settlement services contained in the agreement . . . .” Minn. Stat. § 332B.09.

61. United Credit engaged Consumer as a “debt settlement service” in its “Settlement Solutions” contract attached to this Complaint as **EXHIBIT**

**C.**

62. United Credit demanded monthly payments from Consumer for these services between October 2014 and January 2015.
63. Consumer, however, cancelled their contract as of September 3, 2014, within the 10-day period mandated by Minn. Stat. § 332B.07.
64. Additionally, United Credit never settled any debts for Consumer which



would entitle it to payment.

65. Thus demanding payment from Consumer was a violation of Minn. Stat.

§ 332B.09.

66. United Credit's attempt to charge late fees, as well as its threat to impose

these fees, was a violation of Minn. Stat. § 332B.07.

67. Consumer is entitled to return of the \$220.00 in payments made to

United Credit under the "Settlement Solutions" contract and \$5,000 in

statutory damages. Minn. Stat. § 332B.13, subd. 2.

#### **COUNT VI: INACCURATE DISCLOSURE**

68. Consumer incorporates all other allegations as if set forth herein in full.

69. CROA required United Credit to provide a consumer rights disclosure in

its initial contract with Consumer.

70. United Credit's disclosure, as included in **EXHIBIT A** to this Complaint,

deviates substantially from the information set out in 15 U.S.C. § 1679c.

71. 15 U.S.C. § 1679c requires United Credit to include the following

disclosure in all its consumer contracts:

"You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit,

employment, insurance, or a rental dwelling because of information in your credit report within the preceding **60 days.**" [emphasis added.]

72. However, United Credit's disclosure reads as follows:

"You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit employment, insurance, or a rental dwelling because of information in your credit report within the preceding **30 days.**" [emphasis added.]

73. United Credit's disclosure omits the following information require by 15

U.S.C. § 1679:

"You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud . . .

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact: 'The Public Reference Branch 'Federal Trade Commission, Washington, D.C. 20580.' " 15 U.S.C. 1679c(a)."

74. United Credit violated 15 U.S.C. § 1679 by failing to provide the required consumer disclosure.

75. Consumer is entitled to actual damages, the costs of this action, and reasonable attorney's fees from United Credit in an amount to be

determined by the court. 15 U.S.C § 1679g(a).

**COUNT VI: USE OF UNREGISTERED CONTRACT**

76. Consumer incorporates all other allegations as if set forth herein in full.

77. Minnesota requires credit services organizations to approve its standard

contract with the Minnesota Department of Commerce:

“The credit services organization must attach to the registration statement a copy of the contract which the credit services organization intends to execute with its consumers and evidence of the required bond.” Minn. Stat. § 332.54.

78. United Credit’s contracts with Consumer do not comply with state law.

79. Upon information and belief, the version of United Credit’s contract which it offered to Consumer differed substantially from the one it had approved by the Department of Commerce.

80. Consumer is entitled to actual damages, the costs of this action, and reasonable attorney’s fees from United Credit in an amount to be determined by the court. Minn. Stat. § 332.60.

81. Plaintiff reserves her right to move for punitive damages.

**PRAYER FOR RELIEF**


Consumer requests an Order granting the following relief from United Credit:

1. Disgorgement of the \$1,420.00 and all other payments Consumer made to

United Credit;

2. Actual damages in an amount to be determined by the court;
3. Statutory damages of \$5,000;
4. The costs of this action and reasonable attorney's fees; and
5. All other relief which the Court deems just and equitable.

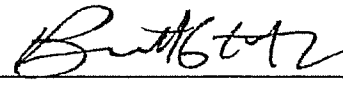
Dated: 2/9/15

  
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*Attorneys for Consumer*

**ACKNOWLEDGEMENT**

The Plaintiff, by its undersigned attorney, hereby acknowledges that sanctions may be imposed pursuant to Minnesota Statute § 549.211.

Date: 2/9/15

  
Bennett Hartz (#393136)

# EXHIBIT A



## CONTRACT OVERVIEW<sup>SM</sup>

This credit services contract is made, signed, and entered into effect as of today. By signing the contract the Consumer(s) has entered into a service contract with McGlynn Marketing LLC, dba United Credit Consultants, a Minnesota Limited Liability Company, for the purpose of the credit services.

This Credit Service Organization has fully and completely performed the services included in this contract for 100 percent of its consumers during the previous calendar year

### Witnesseth that:

Whereas, Consumer(s) seeks to obtain credit services from Credit Service Organization pursuant to the terms of this contract; and

Whereas, Credit Service Organization's principal business address is 418 Gateway Blvd, Burnsville, MN 55337

Whereas, the name and location of the surety bond company that issued the bond required under section 332.55 is Great American Insurance Company, located at 301 East 4<sup>th</sup> street, Cincinnati, Ohio 45202

Whereas, the registered agent, authorized to accept service of process on behalf of the credit services organization is Joseph McGlynn, President | Founder, who controls 10 percent or more of the interest in the Credit Service Organization, with offices located at 418 Gateway Blvd, Burnsville, MN 55337

### Therefore:

#### EDUCATION | PROCESS SERVICE OVERVIEW

##### CHECKLIST (A) – (G)

- (A) Assist Consumer(s) in obtaining credit reports if needed.
- (B) Provide credit assessment on Consumer(s) credit profile based on accuracy.
- (C) Highlight all accounts that the Consumer(s) deems potentially inaccurate, unverifiable or incorrect.
- (D) Educate Consumer(s) on topics related to credit, the credit bureaus, the credit scoring models, and Consumer's rights.
- (E) Consumer(s) was given UCC Education documents and information for further credit education.
- (F) Creation and development of the online "Client Dashboard" system specific to the Consumer(s) credit profile.
- (G) Process and enter the highlighted accounts into the online "Client Dashboard" system as identified by Consumer(s) during the initial consultation and credit assessment as potentially inaccurate, unverifiable or incorrect.

#### EDUCATION | PROCESS SERVICE FEE

Service fee is due upon completion of services outlined in Service Overview<sup>SM</sup>. Fee determined for service:

(\$ 1.00 Single | \$      Couple). Service is subject cancellation per Consumer's legal rights set forth on the "Notice of Cancellation" disclosure. Service will be completed within thirty (30) calendar days of signed contract. There is no refund policy for Education | Process Service. The fee is due upon completion of services outlined above. Contract includes 6 months of free follow up upon any written or verbal request by Consumer.

- All fees are due and payable upon service completion, unless a payment plan has been established and agreed to in writing.
- Modifications or changes to contract must be approved in writing by all parties.
- Consumer(s) acknowledges that prior to any services performed or executed, Consumer(s) received a copy of the Consumer Disclosure Statement and a copy was signed, dated, and retained for UCC permanent records.

Payment is to be made to: United Credit Consultants. Payment is due upon completion of service according to the Service Overview<sup>SM</sup> checklist. The amount owed is based on the amount of work involved in the execution of the services in the Services Overview<sup>SM</sup> checklist.

If you, the buyer, have been denied credit within the last 30 days, you may obtain a free copy of the consumer credit report from the consumer reporting agency. You also have the right to dispute inaccurate information in a report. You may cancel this contract at any time prior to midnight of the fifth day after the date of the transaction. See the attached notice of cancellation form for an explanation of this right.

The buyer is not required to make any form of payment to this credit services organization prior to completion of all services listed in this contract

SIGNATURE Anthony Tiller

DATE 4-12-14

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



## PAYMENT AUTHORIZATION FORM

I \_\_\_\_\_, authorize McGlynn Marketing, LLC dba United Credit Consultants, to automatically charge my debit/credit card listed below.

Account Type:	
Cardholder Name	<u>Barbara Tiller</u>
Card Number	
Expiration Date	
Billing Address	_____
E-mail	_____
Phone Number	_____

CREDIT ADVISOR Jeremy DeySach

### TERMS

Total UCC agreed contract amount \$ 1200.00 Single | \$ \_\_\_\_\_ Couple

☒ I choose to pay this amount in full. Payment Processing | Start Date: \_\_\_\_\_ (DAY) of \_\_\_\_\_ (MONTH), 20\_\_\_\_ (YEAR)

☐ I choose to pay this amount per an agreed upon repayment plan.

### PAYMENT PLAN AGREEMENT

Processing Payment is \$ \_\_\_\_\_ to be charged on the \_\_\_\_\_ (DAY) of \_\_\_\_\_ (MONTH), 20\_\_\_\_ (YEAR)

The monthly payment is \$ \_\_\_\_\_ for a total of \_\_\_\_\_ months. (\$10.00 charge for each month needed)

Payment due on \_\_\_\_\_ of each: Week | Bi-Week | Month. (Payment is set to be automatically charged on this date)

SIGNATURE Barbara Tiller DATE 4-12-14

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid until amount owed is paid. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

Consumer(s) understands by signing this, if Consumer(s) becomes late and/or fails to pay on agreed date, a charge of \$20.00 will be added each month until paid. With each month late, Consumer(s) understands that the card will be run for payment until approved with the late fee(s) included. Consumer(s) can move payment due date one time. Any additional reset of due date will create a \$20.00 reset fee added to next payment due. Any chargeback/Dispute with your bank on a valid payment made to McGlynn Marketing, LLC will result in a \$100.00 Fee.

[(OFFICE USE ONLY) CONFIRMATION # \_\_\_\_\_]



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## CONSUMER CREDIT FILE RIGHTS UNDER MINNESOTA AND FEDERAL LAW

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You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 30 days. The credit bureau must provide someone to help you interpret the information in your credit file.

You have a right to dispute inaccurate information by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit services organization has the right to have accurate, current, and verifiable information removed from your credit bureau report. Under the federal Fair Credit Reporting Act, the credit bureau must remove accurate, negative information from your report only if it is over seven years old. Bankruptcy can be reported for ten years.

You have a right to sue a credit repair company that violates Minnesota's Credit Services Organization Act. This law prohibits deceptive practices by credit repair companies and gives you a right to cancel your contract for any reason within five working days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that creditors report information accurately. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of any documents you have concerning an error should be given to the credit bureau.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau to keep in your file, explaining why you think the record is inaccurate. The credit bureau must include your statement about disputed information with any reports it issues about you.

SIGNATURE *Rabene Little* DATE 4-12-14

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





## RELEASE OF INFORMATION<sup>SM</sup>

Consumer(s) authorize United Credit Consultants to release status updates to the family member, spouse, or affiliate who referred me to United Credit Consultants, and only as necessary and specific to the services performed.

### Information Release Checklist

- ☒ UCC Credit Tracking software information and updates  
☐ Credit scores & credit report updates  
☐ I DO NOT want my information sent and/or updated to the referring agent / company.

FAMILY MEMBER | SPOUSE | AFFILIATE | UNITED Real Estate Group<sup>TM</sup>

NAME \_\_\_\_\_ COMPANY \_\_\_\_\_

## CONTRACTED PAYMENT AGREEMENT

### ☒ AGREED SERVICE AMOUNT

Consumer(s) to pay United Credit Consultants the agreed amount under Contract Overview<sup>TM</sup> as follows:

SERVICE AMOUNT \$ 1,200<sup>00</sup> PAYMENT PROCESSING | START DATE 4/12/14

### ☒ PAYMENT PLAN OPTION\*

Consumer(s) to pay United Credit Consultant the agreed amount under Contract Overview<sup>TM</sup> as follows:

SERVICE AMOUNT \$ 1,200<sup>00</sup> PAYMENT PROCESSING | START DATE 4/12/14

INITIAL PAYMENT \$ 1,200<sup>00</sup>

WEEKLY | BI-WEEKLY | MONTHLY PAYMENT AMOUNT \$ \_\_\_\_\_

TOTAL PAYMENTS NEEDED \_\_\_\_\_ (\$10.00 convenience fee with each payment needed)

PAYMENT DUE ON \_\_\_\_\_ ☐ WEEKLY ☐ BI-WEEKLY ☐ MONTHLY

\*Payment Plan Guidelines: Payments are due on the date scheduled and agreed to above. If Consumer(s) fails to make payment, or does not call at least twenty-four (24) business hours prior to the agreed payment date to reschedule the payment due date, Consumer(s) will be charged a \$20.00 late fee. If Consumer(s) contacts UCC at least one (1) business day prior to the payment due date and reschedules the payment, but then fails to pay on the rescheduled date, Consumer(s) will be charged a \$20.00 late fee. Consumer(s) understands they have the right to move their agreed payment date one time without penalty. Any additional payment change will result in a \$20.00 payment reset fee. Consumer(s) understands that every month past due will result in a \$20.00 late fee added to the amount owed. Signing this agreement authorizes McGlynn Marketing, LLC to process the contracted payment amount, including any late fees assessed, until all fees are collected and processed successfully. If the agreed amount is not paid, or at any point remains uncollected for more than six (6) months, the balance may be sold or placed with a 3<sup>rd</sup> Party Collection Agency for recovery. Collection balances may also be assessed up to three (3) percent interest fee onto past due balance each month amount due remains unpaid. Any chargeback Dispute with your bank on a valid payment made to McGlynn Marketing, LLC will result in a \$100.00 Fee.

SIGNATURE \_\_\_\_\_

DATE 4-12-14

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



## CONTRACT OVERVIEW<sup>SM</sup>

This credit services contract is made, signed, and entered into effect as of today. By signing the contract the Consumer(s) has entered into a service contract with McGlynn Marketing LLC, dba United Credit Consultants, a Minnesota Limited Liability Company, for the purpose of the credit services.

This Credit Service Organization has fully and completely performed the services included in this contract for 100 percent of its consumers during the previous calendar year

### Witnesseth that:

Whereas, Consumer(s) seeks to obtain credit services from Credit Service Organization pursuant to the terms of this contract; and  
 Whereas, Credit Service Organization's principal business address is 418 Gateway Blvd, Burnsville, MN 55337  
 Whereas, the name and location of the surety bond company that issued the bond required under section 332.55 is Great American Insurance Company, located at 301 East 4<sup>th</sup> street, Cincinnati, Ohio 45202  
 Whereas, the registered agent, authorized to accept service of process on behalf of the credit services organization is Joseph McGlynn, President | Founder, who controls 10 percent or more of the interest in the Credit Service Organization, with offices located at 418 Gateway Blvd, Burnsville, MN 55337

### Therefore:

#### ADVISING | CONSULTING | MANAGEMENT SERVICE OVERVIEW CHECKLIST (A) – (D)

- (A) Access to credit advising, consulting, management, and rebuilding strategies from UCC Staff.
- (B) Consumer(s) granted unlimited access to the online "Client Dashboard" system.
- (C) Unlimited advising on credit building or re-building strategies during term specified in the Contract Overview
- (D) As directed by Consumer(s), assist in the credit bureau investigation of the accounts the Consumer(s) deems to be potentially inaccurate, unverifiable or incorrect.

#### ADVISING | CONSULTING | MANAGEMENT SERVICE FEE

Service fee is due upon completion of services outlined in Service Overview<sup>SM</sup>. Fee determined for service\*:

(S 1,200.00 Single | S        Couple). Service is subject to cancellation per Consumer's legal rights set forth on the "Notice of Cancellation" disclosure.

\*ACM service term will be a total of (12 Months) and service will be complete when the aforementioned term has expired.

- All fees are due and payable upon service completion, unless a payment plan has been established and agreed to in writing.
- Modifications or changes to contract must be approved in writing by all parties.
- Consumer(s) acknowledges that to receive any refund, Consumer(s) must comply with the Refund Review Guidelines<sup>SM</sup>.
- Consumer(s) acknowledges that any information reporting on their personal credit profile that was and will be investigated by UCC was and will be done so with their full permission and consent.
- Consumer(s) acknowledges there is potential for new derogatory information to be reported. Consumer(s) authorizes UCC to further investigate any newly added derogatory information as it is reported to the credit bureau(s).
- Consumer(s) acknowledges that prior to any services performed or executed, Consumer(s) received a copy of the Consumer Disclosure Statement and a copy was signed, dated, and retained for UCC permanent records.

\*A.C.M. - Advising | Consulting | Management Services

Payment is to be made to: United Credit Consultants. Payment is due upon completion of service according to the Service Overview<sup>SM</sup> checklist. The amount owed is based on the amount of work involved in the execution of the service in the Services Overview<sup>SM</sup> checklist.

If you, the buyer, have been denied credit within the last 30 days, you may obtain a free copy of the consumer credit report from the consumer reporting agency. You also have the right to dispute inaccurate information in a report. You may cancel this contract at any time prior to midnight of the fifth day after the date of the transaction. See the attached notice of cancellation form for an explanation of this right.

The buyer is not required to make any form of payment to this credit services organization prior to completion of all services listed in this contract.

SIGNATURE Barbara Lide DATE 4-12-14

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



## CLIENT AUTHORIZATION

CREDIT ASSESSMENT | PRIVACY POLICY | ONLINE CREDIT REPORT - MONITORING AND ACCESS



By signing this document, I authorize McGlynn Marketing, LLC dba United Credit Consultants (herein referred to as "UCC") a licensed Limited Liability, Credit Services Company in the state of Minnesota, access to my credit report(s) for the sole purpose of providing credit services and consultations.

- ✓ If report(s) are accessed online through a credit monitoring service, I authorize UCC to create a user name, password, and or security word, on my behalf, for access to my credit report from the monitoring service.
- ✓ I understand that UCC is in no way directly affiliated with any credit monitoring service selected, and UCC takes no responsibility for any dispute that may arise between myself and the provider of such service.
- ✓ I understand that the online credit monitoring service is not mandatory for participation in any UCC Credit Services Program, but it has been recommended to me as a convenience, should I choose to enroll.
- ✓ I understand that the monitoring service can be cancelled at any time at no obligation, and any charge by the credit monitoring service is my sole responsibility to uphold. Should I decide to cancel the online monitoring service, UCC may maintain the information derived from, and related to, the establishment of such service for up to ninety (90) days \*(See attached Privacy Policy).



This authorization will also serve as an Affidavit of Identity:

- ✓ I confirm that the personal information provided below is correct and accurate to the best of my knowledge.



Should I elect to participate in the UCC Credit Services Program, this authorization will also serve as a Power of Attorney for any Employee of UCC to act as an advocate on my behalf:

- ✓ To prepare and send investigation letters to any of the three national credit bureaus, creditors, or collection companies, as deemed necessary to meet the goals set forth in the "Client Goal Worksheet"
- ✓ To update or change the password or security questions related to my credit monitoring service (if needed)
- ✓ To access or refresh my credit report to track program progress and strategize for subsequent investigations
- ✓ To perform any tasks necessary and feasible for employees of UCC that are in the best interest of reaching the goals set forth in the "Client Goal Worksheet"



Venue, choice of Law and Arbitration

- ✓ Venue. The venue for any litigation regarding this agreement shall be in Dakota County, Minnesota.
- ✓ Choice of Law. This Agreement, including any arbitration proceedings that may take place between the parties to this Agreement, shall be construed consistent with the laws of the State of Minnesota.
- ✓ Arbitration. If there is a dispute between you and Advisor, either party may elect to have it resolved by binding arbitration administered by the National Arbitration Forum, or the American Arbitration Association (the Forum or Association also being chosen by the party who elects to arbitrate the dispute between the parties), under their rules for consumer arbitrations. An election by either party for such relief as stated in the preceding sentence shall preclude the other party from filing any other type of legal action until such time as the relief sought by the electing party has been exhausted or terminated. All disputes in arbitration will be handled just between the named parties, and not on any representative or class basis. YOU ACKNOWLEDGE THAT THIS MEANS THAT YOU MAY NOT HAVE ACCESS TO A COURT OR JURY. The terms of this Section shall survive any termination, cancellation, or expiration of this Agreement.

## PRIVACY POLICY

- ✓ We do not sell information about you.
- ✓ We do not share your information with anyone.
- ✓ We use your personal information only to help maintain the business relationship you have with us.

### Privacy Notice to Our Customers

As our customer, you trust us to help you achieve financial success and security. We provide this notice because you have a right to know how we protect the privacy of the personal information you share with us. Your knowledge of our privacy principles and practices will confirm the trust you have placed in us.

### What Personal Information Do We Collect?

The type of information that we collect includes:

- ✓ Information you provide on an application or other form (e.g., name, address, social security number, or income).
- ✓ Information we receive from the credit reporting agencies.
- ✓ Information about your business relationship and history with us.

Most of the personal information we collect is obtained from you. We only collect personal information needed to service and manage your relationship with us.

### How Do We Use and Disclose Your Information?

The main use of your information is to confirm your identity in the course of business that we perform at your request.

Information may be disclosed to your lender or bank in instances where you were referred by some other professional. Even in these instances, we will not disclose your information without your expressed consent.

Phone 1•800•455•4100

418 Gateway Blvd, Burnsville, MN 55337

Fax 1•888•233•7454



**UnitedCredit**<sup>TM</sup>  
Consultants.com  
YOUR CREDIT REPAIR TEAM

United Credit Consultants | Credit Restoration Dept.

DATE: \_\_\_\_\_

#### CLIENT INFORMATION

CLIENT NAME \_\_\_\_\_

SPOUSE NAME \_\_\_\_\_

D.O.B. \_\_\_\_ / \_\_\_\_ / \_\_\_\_ S.S. \_\_\_\_ / \_\_\_\_ / \_\_\_\_

D.O.B. \_\_\_\_ / \_\_\_\_ / \_\_\_\_ S.S. \_\_\_\_ / \_\_\_\_ / \_\_\_\_

CELL | HOME NUMBER (\_\_\_\_) \_\_\_\_\_

CELL | HOME NUMBER (\_\_\_\_) \_\_\_\_\_

WORK NUMBER (\_\_\_\_) \_\_\_\_\_

WORK NUMBER (\_\_\_\_) \_\_\_\_\_

E-MAIL \_\_\_\_\_

E-MAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CREDIT ADVISOR \_\_\_\_\_

#### REQUIRED DOCUMENTS

☒ CREDIT REPORT ☒ SIGNED CONTRACT ☒ 2 QUALIFYING FORMS OF IDENTIFICATION\*

\*Please choose two documents from the qualifying checklist below, and add them to contract.

☐ DRIVERS LICENSE ☐ STATE I.D. CARD ☐ BANK STATEMENT ☐ VOIDED CHECK ☐ UTILITY BILL



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## NOTICE OF CANCELLATION

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You may cancel this contract, without any penalty or obligation, within five (5) days from the date the contract is signed.

If you cancel this contract, any payment made by you under this contract will be returned within ten (10) days of receipt by the seller of your cancellation notice.

To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice, or other written notice to United Credit Consultants at 418 Gateway Blvd, Burnsville, MN 55337.

Not later than midnight \_\_\_\_\_.

I hereby cancel this transaction,

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Purchaser's Signature)



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## NOTICE OF CANCELLATION

---

You may cancel this contract, without any penalty or obligation, within five (5) days from the date the contract is signed.

If you cancel this contract, any payment made by you under this contract will be returned within ten (10) days of receipt by the seller of your cancellation notice.

To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice, or other written notice to United Credit Consultants at 418 Gateway Blvd, Burnsville, MN 55337.

Not later than midnight \_\_\_\_\_.

I hereby cancel this transaction,

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Purchaser's Signature)



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## REFUND REVIEW<sup>SM</sup>

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When a refund review is requested, Consumer(s) will be provided a Refund Request Checklist<sup>SM</sup> to be filled out and completed. This checklist, and all documentation required, will be reviewed by management upon return receipt. Consumer(s) request can be made via mail, e-mail, or in person at the UCC business location. Consumer(s) must provide a current tri-merge FICO or Vantage credit report that was pulled within the last 30 days. If Consumer(s) fails to return the Refund Request Checklist<sup>SM</sup> along with the current credit report within the timeframe granted, the refund request will not be eligible for review. When requested items are received by UCC management, UCC will complete its review within 14 days. If the review indicates the Consumer(s) followed guidelines specific to the Path to Credit Recovery Program<sup>SM</sup> and guidelines below throughout program duration, Consumer(s) is eligible for a full or partial refund.

Consumer(s) will be issued a refund minus \$75.00 for each deleted bureau trade line during UCC's investigation service. Accounts deleted including but not limited to deleted late payment history (Each late payment removed count as 1 deleted item including inquiries). In the event the UCC was unable to satisfy your restoration and credit management needs, including the removal of enough derogatory items to equal or exceed amount paid for the program, UCC will issue a refund of the difference.

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## GUIDELINES

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Consumer(s) should not take any action that may adversely impact their credit profile during the program term. Examples are including but not limited to the following:

Adding late or delinquent payments to Consumer(s) credit profile | Shortening or decreasing length of credit history by closing accounts | Obtaining new credit accounts without first contacting UCC through the online "Client Dashboard" system | Applying for credit without consulting with one of our trained credit advisors through the online "Client Dashboard" system | Adding more debt to ANY open revolving accounts | Going above the original balance on any open revolving account limit as of the date of enrollment | Adding new collection accounts.

Consumer(s) must have paid the amount owed in full prior to the refund request. Refunds are paid out on the last day of every calendar month. Refund requests must be requested within fifteen (15) calendar days of the service end date and must refer to specific goals that were not met as agreed to on the Path to Credit Recovery Program<sup>SM</sup> worksheet.

# EXHIBIT B



90

Payable Through Wells Fargo Bank, N.A. Faribault, MN

SIGNATURE: *[Signature]* ADDRESS: *[Redacted]*

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

AMOUNT **2000.00** DOLLARS

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: **Mc Glyn Marketing LLC**

DATE: **4-14-14**

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

75-53 919

MoneyGram. AMERICA'S CREDIT UNIONS

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

TO VALIDATE: Touch the stop sign, then watch it fade and reappear

Original Sum **2000.00**

NOT VALID FOR OVER ONE THOUSAND U.S. DOLLARS

Payable Through Wells Fargo Bank, N.A. Faribault, MN

SIGNATURE: *[Signature]* ADDRESS: *[Redacted]*

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

AMOUNT **2000.00** DOLLARS

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: **Mc Glyn Marketing LLC**

DATE: **4-14-14**

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

75-53 919

MoneyGram. AMERICA'S CREDIT UNIONS

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

TO VALIDATE: Touch the stop sign, then watch it fade and reappear

Original Sum **2000.00**

NOT VALID FOR OVER ONE THOUSAND U.S. DOLLARS

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

ISSUING AGENT AMERICA'S CREDIT UNIONS MoneyGram.

INTERNATIONAL MONEY ORDER

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

DATE: **4-14-14** 75-53 919

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: **Mc Glyn Marketing LLC**

AMOUNT **2000.00** DOLLARS

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

Payable Through Wells Fargo Bank, N.A. Faribault, MN

SIGNATURE: *[Signature]* ADDRESS: *[Redacted]*

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

AMOUNT **2000.00** DOLLARS

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: **Mc Glyn Marketing LLC**

DATE: **4-14-14**

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

75-53 919

MoneyGram. AMERICA'S CREDIT UNIONS

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

TO VALIDATE: Touch the stop sign, then watch it fade and reappear

Original Sum **2000.00**

NOT VALID FOR OVER ONE THOUSAND U.S. DOLLARS

# EXHIBIT C



**Settlement**<sup>TM</sup>  
**SOLUTIONS**  
YourDebtYourWay.com

## DEBT SETTLEMENT SOLUTIONS<sup>SM</sup>



### Pre-Settlement Questionnaire:

4K IN 401K  
→ TOTAL

2,000.00

Amount of money you have to put towards an immediate settlement?

—

Amount you can have 3 months from now?

### If seeking a settlement with payment terms:

—

The most that you can dedicated monthly?

—

The best time of month to arrange as your payment due date?

DEBIT

Form of payment you will be using to make a lump-sum payment?

15<sup>TH</sup>

When you anticipate funds being available, if unavailable for settlement today?

Office 1-(800) 455-4100

| 418 Gateway Blvd Burnsville, MN 55337

| Fax 1-(888) 233-7454



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## DEBT SETTLEMENT PROGRAM OUTLINE

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Here is what we will need to get your services started. Please read and check off each item as you complete it. This information should be provided to your United Credit Consultants Debt Settlement Dept. representative as quickly as possible. Please allow time for the processing of your paperwork.

Debt/Collection settlements are carefully achieved through strategic correspondence with your creditor. Here is a checklist of the documents required for us to begin debt/collection negotiations:



**SETTLEMENT PROGRAM AGREEMENT & ACCOUNT SPECIFICATION (Page 3-4)** – Please review, sign, and return the Debt Settlement Program™ Agreement. The fee for the service(s) is based on settlement savings and the work performed to achieve savings or a desired result, including but not limited to, phone calls, settlement offer presentations, negotiations, etc...



**FINANCIAL ANALYSIS FORM (Page 5)** – This page is required to help us to determine when proposed settlements and arrangements are beneficial and reasonable.



**LETTER OF AUTHORIZATION (Page 6)** – Please complete the Letter of Authorization. This form will give our staff the authority to speak with your Creditor(s) and receive general correspondence relative to your account(s) in order to help us facilitate the service or debt/collection settlement process.



**CEASE AND DESIST | POWER OF ATTORNEY (Page 7)** – This form will act as authorization for United Credit Consultants to negotiate on behalf of the borrower, and will also put a stop to any harassing phone calls being made to the borrower by the creditor.



**PAYMENT AUTHORIZATION FORM (Page 8)** – This form must be completed and returned with the fully executed agreement and authorizations in order to initiate service(s). The payment authorization will be used to receive payment for services rendered by UCC as each service, settlement or task has been achieved according to the terms of the enclosed agreement on page 3.



**CANCELTION FORMS AND DISCLOSURCS (Pages 9-12)**



**Settlement<sup>TM</sup>**  
SOLUTIONS  
YourDebtYourWay.com

## DEBT SETTLEMENT PROGRAM AGREEMENT<sup>SM</sup>

I, the "client" hereby retain United Credit Consultants (UCC), a dba under McGlynn Marketing, LLC, operating within the laws of the State of Minnesota for Debt Settlement Services Providers, to utilize its best efforts to facilitate the settlement of debts or in the support of certain actions requested and based on the accounts and terms identified below.

Service Options: ☒ Debt Settlement ☐ Modification of Payment Terms ☒ Stay of Legal Action ☐ IRS Services ☐ Other

United Credit Consultants is registered with the Minnesota Department of Commerce | Registration Number \_\_\_\_\_

Debt/Collection account specification & terms of compensation for program service(s). All Creditors Listed below are believed to be likely to settle. UCC will make all reasonable efforts to notify client within 24 hours of any settlement offer made by a creditor.

- ☐ \_\_\_\_\_ % of monies saved on any account with an outstanding balance in excess of \$5,000.00  
\_\_\_\_\_ % of monies saved on these accounts if settlement for deletion is arranged.

Creditor Name	Account Number	Balance
_____	_____	_____
_____	_____	_____
_____	_____	_____

- ☒ 17 % of monies saved on any account with an outstanding balance of \$5,000.00 or less  
20 % of monies saved on these accounts if settlement for deletion is arranged.

Creditor Name	Account Number	Balance
RENT RECOVERY LLC	_____	4437 <sup>00</sup>
UNIVERSAL ACCEPTANCE	_____	4557 <sup>00</sup>
_____	_____	_____

- ☐ \_\_\_\_\_ % of monies saved through a reduction of interest and or surcharges originally imposed by the creditor(s) identified on the "Debt/Collection Account Specification" page.

Creditor Name	Account Number	Balance
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Debt: 8994<sup>00</sup>

- ☒ \$ 200 For Stay of Action and/or IRS Related Services including Application of Withdrawal.

### ESTIMATED FEES

The total amount of settlement fees reasonably anticipated to be paid by client over the term of this agreement are as follows:

Settlement Fees \$ 872.00 + 200 IF STAY OF LEGAL IS  
REQ

Percent of monies saved per item, will be due upon completion of service outlined in the 'Debt Settlement Program Agreement'.

Percent 17 %

**How Do We Protect the Security of Your Information?**

We maintain physical, electronic, and procedural safeguards to protect the confidentiality of your personal information. Access to personal information is available only to those people who need to know it in order to help service our relationship with you.

- ✓ Should your relationship with us end, we will continue to follow the privacy policies described in this notice to the extent that we retain information about you. If we no longer need to retain that information, we will dispose of it in a secure manner.

**Do You Need to Do Anything?**

It is not necessary for you to take any action. This is because we do not share your information except to service the business relationship you have with us. You do not need to "opt-out" or "opt-in" as you may have done with other financial companies.

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**CLIENT PERSONAL AND MONITORING INFORMATION**


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**CLIENT INFORMATION:** Phone: (251)-434-1567 Email: \_\_\_\_\_  
 First Name Barbara Tiller Middle Int. A Last Name Tiller  
 Date of Birth [REDACTED] Social Security No. [REDACTED]  
 Address [REDACTED]

<b>CREDIT MONITORING INFORMATION:</b>	MEMBER NUMBER _____
MONITORING WEBSITE _____	MONITORING PASSWORD _____
MONITORING USER NAME _____	SECURITY WORD   ANSWER _____

**SPOUSE INFORMATION:** Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 First Name \_\_\_\_\_ Middle Int. \_\_\_\_\_ Last Name \_\_\_\_\_  
 Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security No. \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

<b>CREDIT MONITORING INFORMATION:</b>	MEMBER NUMBER _____
MONITORING WEBSITE _____	MONITORING PASSWORD _____
MONITORING USER NAME _____	SECURITY WORD   ANSWER _____

By signing below, I acknowledge that I have read and agree to the above authorization and privacy policy.

SIGNATURE [Signature] DATE 8/25/14  
 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



## CLIENT AUTHORIZATION

### DEBT SETTLEMENT | PRIVACY POLICY | ONLINE CREDIT REPORT - MONITORING AND ACCESS

By signing this document, I authorize McGlynn Marketing, LLC dba United Credit Consultants (herein referred to as "UCC") a licensed Limited Liability, Credit Services Company and Debt Settlement Services Provider, in the state of Minnesota, access to my credit report(s) and personal finances for the sole purpose of providing debt settlement services:

- ✓ If report(s) are accessed online through a credit monitoring service, I authorize UCC to create a user name, password, and or security word, on my behalf, for access to my credit report from the monitoring service.
- ✓ I understand that UCC is in no way directly affiliated with any credit monitoring service selected, and UCC takes no responsibility for any dispute that may arise between myself and the provider of such service.
- ✓ I understand that the online credit monitoring service is not mandatory for participation in any UCC Credit Services Program, but it has been recommended to me as a convenience, should I choose to enroll.
- ✓ I understand that the monitoring service can be cancelled at any time at no obligation, and any charge by the credit monitoring service is my sole responsibility to uphold. Should I decide to cancel the online monitoring service, UCC may maintain the information derived from, and related to, the establishment of such service for up to ninety (90) days \*(See attached Privacy Policy).

This authorization will also serve as an Affidavit of Identity:

- ✓ I confirm that the personal information provided below is correct and accurate to the best of my knowledge.

Should I elect to participate in the UCC Debt Settlement Program, this authorization will also serve as a Power of Attorney for any Employee of UCC to act as an advocate on my behalf:

- ✓ To prepare and send settlement requests or other required personal information required to initiate settlement negotiations.
- ✓ To update or change the password or security questions related to my credit monitoring service (if needed)
- ✓ To access or refresh my credit report to verify and identify potential debt obligations.
- ✓ To perform any tasks necessary and feasible for employees of UCC that are in the best interest of reaching the goals set forth in the "Debt Settlement Program" Service Agreement.

Venue, choice of Law and Arbitration

- ✓ Venue. The venue for any litigation regarding this agreement shall be in Dakota County, Minnesota.
- ✓ Choice of Law. This Agreement, including any arbitration proceedings that may take place between the parties to this Agreement, shall be construed consistent with the laws of the State of Minnesota.
- ✓ Arbitration. If there is a dispute between you and Advisor, either party may elect to have it resolved by binding arbitration administered by the National Arbitration Forum, or the American Arbitration Association (the Forum or Association also being chosen by the party who elects to arbitrate the dispute between the parties), under their rules for consumer arbitrations. An election by either party for such relief as stated in the preceding sentence shall preclude the other party from filing any other type of legal action until such time as the relief sought by the electing party has been exhausted or terminated. All disputes in arbitration will be handled just between the named parties, and not on any representative or class basis. YOU ACKNOWLEDGE THAT THIS MEANS THAT YOU MAY NOT HAVE ACCESS TO A COURT OR JURY. The terms of this Section shall survive any termination, cancellation, or expiration of this Agreement.

## PRIVACY POLICY

- ✓ We do not sell information about you.
- ✓ We do not share your information with anyone.
- ✓ We use your personal information only to help maintain the business relationship you have with us.

### Privacy Notice to Our Customers

As our customer, you trust us to help you achieve financial success and security. We provide this notice because you have a right to know how we protect the privacy of the personal information you share with us. Your knowledge of our privacy principles and practices will confirm the trust you have placed in us.

### What Personal Information Do We Collect?

The type of information that we collect includes:

- ✓ Information you provide on an application or other form (e.g., name, address, social security number, or income).
- ✓ Information we receive from the credit reporting agencies.
- ✓ Information about your business relationship and history with us.

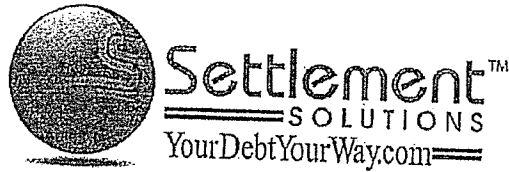
Most of the personal information we collect is obtained from you. We only collect personal information needed to service and manage your relationship with us.

### How Do We Use and Disclose Your Information?

The main use of your information is to confirm your identity in the course of business that we perform at your request.

Information may be disclosed to your lender or bank in instances where you were referred by some other professional. Even in these instances, we will not disclose your information without your expressed consent.

We disclose information when it is required by law. An example is a routine filing to the Internal Revenue Service (such as a Form 1099). We may also disclose certain information to other entities to help us report or prevent fraud. Examples include reports to a regulatory or law enforcement agency.



## CEASE AND DESIST | POWER OF ATTORNEY

On behalf of our Client(s)

Dear Sir or Madam:

This is to put you on notice that the pursuant to the Federal Fair Debt Collection Practices Act you are to CEASE AND DESIST from all communication with me at my residence and or place of business regarding the above referenced matter. Additionally, please be advised that United Credit Consultants is acting as my representative in the resolution of this matter, and that I grant POWER OF ATTORNEY over the matters contained herein to United Credit Consultants, their agents and or assigns. This power of attorney shall remain in full force until the matter is settled or I rescind the same in writing.

I anticipate your full compliance with the Federal Fair Debt Collection Practices Act. I will pursue all violations to the full extent of remedies available to me.

A photocopy or facsimile of this letter shall serve as my original

Please direct all correspondence to:

United Credit Consultants

418 Gateway Blvd  
Burnsville, MN 55372  
Phone: 952-314-1172  
Fax: 888-233-7454

CLIENT NAME

*Barbara Fildes*

CLIENT SIGNATURE

*Barbara Fildes*

SOCIAL SECURITY NUMBER

[REDACTED]

DATE

*8/25/14*

SPOUSE NAME

\_\_\_\_\_

SPOUSE SIGNATURE

\_\_\_\_\_

SOCIAL SECURITY NUMBER

\_\_\_\_/\_\_\_\_/\_\_\_\_

DATE

\_\_\_\_\_





## PAYMENT AUTHORIZATION FORM<sup>SM</sup>

I Barbara Tiller authorize United Credit Consultants, a D.B.A. of McGlynn Marketing to automatically charge my debit/credit card listed below according to the terms described on page 3 under "Debt Settlement Program Agreement" and reiterated below\*.

Account Type:	[REDACTED]
Cardholder Name	<u>Barbara A Tiller</u>
Card Number	[REDACTED]
Expiration Date	[REDACTED]
Billing Zip Code	[REDACTED]

### \*TERMS

Total calculated UCC agreed contract amount of \$\_\_\_\_\_ is based on the compensation agreed to under "Terms of Compensation for Services Performed" on page 4 of this Service Agreement.

A 5% surcharge will be assessed on any approved split payment arrangement.

Collection Settlement Services fees are due immediately upon recorded or written confirmation of the finalized Terms of Settlement or Services performed.

SIGNATURE Barbara Tiller DATE 8/25/14  
\_\_\_\_\_  
(Initials)      87 (Initials)

Consumer acknowledges that goods and services have been delivered. (In relation to the captured payment(s))

\*I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

\*Client understands by signing this if client becomes late and / or fails to pay on agreed date then a charge of \$20.00 will be added each month until paid. With each month late, there will be a 5% interest charge added to past due balance. Client understands that card will be run until payment is approved with the late fee(s) included. Client can move payment due date one time. Any additional reset of due date will create a \$20.00 reset fee added to next payment due.

[(OFFICE USE ONLY) CONFIRMATION # \_\_\_\_\_]



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## NOTICE OF CANCELLATION

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You may cancel this contract, without any penalty or obligation, within ten (10) days written notice from the date the contract is signed.

In the event of cancellation, United Credit Consultants will, within (10) ten days of the cancellation, notify the debtor's creditors with whom it is or has been, under the terms of this agreement, in communication, of the cancellation and immediately refund all fees paid by the debtor in excess of the fees allowed under section Minn. Stat. § 332B.09.

To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice, or other written notice to United Credit Consultants at 418 Gateway Blvd, Burnsville, MN 55337.

Not later than midnight \_\_\_\_\_.

I hereby cancel this transaction,

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Purchaser's Signature)



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## CAUTION

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We CANNOT GUARANTEE that you will successfully reduce or eliminate your debt.

If you stop paying your creditors, there is a strong likelihood some or all of the following may happen:

- YOUR WAGES OR BANK ACCOUNT MAY STILL BE GARNISHED.
- YOU MAY STILL BE CONTACTED BY CREDITORS.
- YOU MAY STILL BE SUED BY CREDITORS for the money you owe.
- FEES, INTEREST, AND OTHER CHARGES WILL CONTINUE TO MOUNT UP DURING THE \_\_\_\_\_ MONTHS THIS PLAN IS IN EFFECT.

Even if we do settle your debt, YOU MAY STILL HAVE TO PAY TAXES on the amount forgiven.

Your credit rating may be adversely affected.

# EXHIBIT D



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## NOTICE OF CANCELLATION

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You may cancel this contract, without any penalty or obligation, within ten (10) days written notice from the date the contract is signed.

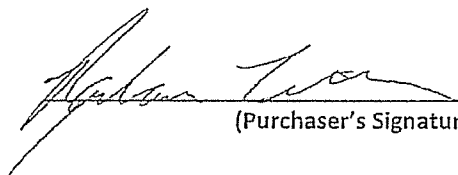
In the event of cancellation, United Credit Consultants will, within (10) ten days of the cancellation, notify the debtor's creditors with whom it is or has been, under the terms of this agreement, in communication, of the cancellation and immediately refund all fees paid by the debtor in excess of the fees allowed under section Minn. Stat. § 332B.09.

To cancel this contract, mail or deliver a signed and dated copy of this cancellation notice, or other written notice to United Credit Consultants at 418 Gateway Blvd, Burnsville, MN 55337.

Not later than midnight 9-4-14.

I hereby cancel this transaction,

9-3-14  
(Date)

  
(Purchaser's Signature)

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

AFFIDAVIT OF SERVICE

RE: *Barbara Tiller v. McGlynn Marketing, LLC d/b/a United Credit Consultants*  
Court File No.:  
Drewes Law File No. 9165

Andrew Schneider, being first duly sworn upon oath, deposes and states, that on the 10<sup>th</sup> day of February 2015, he served:

1. Summons, and
2. Complaint

upon McGlynn Marketing, LLC d/b/a United Credit Consultants, therein named at, 418 Gateway Blvd, Burnsville, County of Dakota, State of Minnesota, by handing to and leaving true and correct copies thereof with, Joe McGlynn, Owner/Manager.

Subscribed and Sworn to before me  
This 11<sup>th</sup> day of February, 2015.

William A. Lundberg

Notary Public

Andrew Schneider

Andrew Schneider  
Process Server

